

**DECLARATION OF RUZ SAFAI IN SUPPORT OF PLAINTIFF'S MOTION  
FOR TEMPORARY RESTRAINING ORDER AND PRELIMINARY INJUNCTION**

I, Ruz Safai, hereby declare as follows:

**A. Introduction and Personal Capacity**

1. I am the Founder and CEO of OWN Your Hunger LLC., a Delaware limited liability company engaged in manufacturing and distributing low-calorie food products that relies on EPG, a patented fat replacement ingredient produced exclusively by Epogee LLC.
2. I make this declaration in support of Plaintiff's motion for an emergency injunction against Defendants Linus Technology, Inc., Epogee LLC, and Peter Rahal.
3. Except where otherwise stated, the facts set forth herein are within my personal knowledge. Where stated on information and belief, I believe such information to be true.

**B. Reference to Complaint and Consolidated Facts**

4. I have reviewed the complaint, and the consolidated statement of facts filed in this action. I incorporate by reference all factual allegations therein, including but not limited to the history, development, and market importance of EPG, the acquisition by Defendants, and the exclusionary conduct alleged.
5. To avoid unnecessary repetition, I do not restate herein the general background facts already set forth in the complaint, except as necessary to describe my personal experiences and specific injuries.

**C. Personal Knowledge of EPG Supply and Impact**

6. OWN Your Hunger LLC has relied exclusively on EPG as a key ingredient in our low-calorie food products since 2019. All our product formulations and manufacturing processes are specifically designed around EPG's unique properties.

7. Prior to March 25, 2025, we consistently received EPG supplies from Epogee LLC under standard terms: 7 – 10 business day lead times and no deposits for orders under 5,000 pounds and 30-day lead times for larger orders exceeding 5,000 lbs, with reasonable 50% deposit terms.
8. Starting March 25, 2025, we noticed cessation of EPG supply, initially blamed on temporary raw materials shortages, which Epogee LLC predicted would be resolved sometime in May 2025.
9. This supply disruption coincided with Defendants' acquisition of Epogee LLC, about which we were not informed until after public disclosure was forcibly suppressed.
10. As a direct result of this supply cutoff, OWN Your Hunger LLC has been forced to halt production of its EPG-formulated nut butter spreads and protein desserts, resulting in:
  - a. Wasted research and development expenditures totaling \$185,000
  - b. Losses of \$60,000 in revenue per month starting April 1.
  - c. Lost manufacturing time totaling approximately 180 hours per month
  - d. Canceled orders with retailers and customers valued at approximately \$2,000 per month
  - e. The inability to fulfill a currently open purchase order of over \$12,000
  - f. Immediate need to halt all marketing efforts due to rapidly dwindling inventory
11. These losses have caused immediate and irreparable harm to our business, including damage to customer relationships, loss of market share, and risk of permanent closure.

**D. Efforts to Mitigate and Communications with Defendants**

12. After March 25, 2025, we repeatedly attempted to communicate with Epogee LLC to restore supply or obtain reasonable timelines, but received no meaningful responses until

May 29, 2025 when Epogee LLC formally announced of their decision that they will no longer honor new purchase orders from OWN Your Hunger LLC, specifically as a result of the Defendants' acquisition.

13. On May 29, 2025, after inquiring about pending purchase orders, we were informed that Defendants purchased 24 months of EPG, leaving Epogee no capacity to produce EPG for any other client for at least 24 months.

14. Based on my personal knowledge and direct observation of expiry dates on EPG supply received from Epogee over multiple years, EPG is manufactured in discrete 24-month production campaigns. Defendants' strategic hoarding of exactly 24 months of EPG supply directly corresponds to capturing an entire production campaign cycle, which is based on historical patterns and industry communications, was scheduled to commence in approximately May 2025. This timing correlation demonstrates that Defendants deliberately timed their acquisition and hoarding strategy to coincide with Epogee's next complete production cycle, enabling them to control 100% of the next campaign's output and systematically exclude all competing customers for the entire 24-month production period.

15. We have explored alternative suppliers but have found no viable substitute for EPG due to its unique patented status and complex production process.

#### **E. Conclusion and Request for Relief**

14. Based on the foregoing, I respectfully request that this Court grant the emergency injunction to:

- a. Prevent further exclusionary conduct by Defendants

- b. Restore EPG supply under January 1, 2025 terms within 5 days of issuing the order
- c. Reclaim Defendants' hoarded supply of EPG back to Epogee's immediately accessible supply
- d. Preserve competition and prevent irreparable harm to my company, the other plaintiffs in this case, and the rest of the industry that relies on EPG

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed on the 1st of June, 2025, in Calgary, Alberta, Canada.

/s/ Ruz Safai

Ruz Safai

Founder and Chief Executive Officer

OWN Your Hunger, LLC